

## tent to Seek Relief from the Automatic Stay ("Lift Stay Notice")

Israel Santiago <kiklarca43@gmail.com>  
To: adiaz@diazvaz.law <adiaz@diazvaz.law>

Tue, Jan 12, 10:30 PM

## LIFT STAY NOTICE REQUIREMENTS:

(I) IMO Investment S.E.	Celencia Reyes-Pedilla	Jason Santiago-Rosado
Israel Santiago-Lugo	Res. Virgilio Davila	Israel Santiago-Rosado
U.S.M. 3 10947-069	Edt. 15 Apt. 160	Daniel Santiago-Rosado
FCI Talladega	Bayamon, P.R. 00961	6624 Mission Club BLVD
P.M.B. 1000		Apt-306
Talladega, AL 35160		Orlando, FL 32821

(II) 1) The district court has abused its discretion denying a motion for reconsideration docketed timely under Fed.R.Civ.P. 59(e) where the Clerk without good reason taken off form the docket sheets days later;  
 2) The district court has abused its discretion to find the motion for reconsideration timely under rule 60(b) and considered under that rule's standard of review;  
 3) The district court has abused its discretion finding as moot the second rule 60(b) motion where the arguments are not repetitive and very different form the first rule 60(b) motion;  
 4) The district court has abused its discretion dismissing a pro se case without ever ruling on pending motion for discovery, appointment of counsel, and other important items.  
 Before the Court of Appeals for the First Circuit, Appeal No. 18-1850.

(III) \$300,000,000.00; 28 U.S.C. sections 1346(b); 1402(b); section 2401(b); sections 2671-80; Bivens Action; 42 U.S.C. section 1983; and 28 U.S.C. sections 2201 and 2201.

(IV) The Appellants and Appellees' Briefing were completed waiting a resolution by the First Circuit without include the Commonwealth Defendants.

(V) On March 13, 2018, in accordance with 28 U.S.C. section 1915A and section 1915(e)(2)(B) the Judge Daniel R. Dominguez entered an opinion and order (Doc.55), order (Doc.56), and Judgment (Doc.57) dismissing the movants complaint as frivolous (civil case no.18-3150). The appeal before the First Circuit is for a review of procedures under Fed.R.Civ.P. 59(e) and 60(b), lacking of any connection with or interference with the bankruptcy case.

## tent to Seek Relief from the Automatic Stay ("Lift Stay Notice")

Katiuska Bolanos <kbolanos@diazvaz.law>  
To: Israel Santiago <kiklarca43@gmail.com>

Wed, Jan 13, 4:11 PM

Counsel.

I assume you intended to send a lift stay notice. Please refer to Sec. III (R) of the attached.

Katiuska Bolanos-Lugo

[Quoted text hidden]  
13512 Twelve CMO.pdf



Israel Santiago &lt;kiklarca43@gmail.com&gt;

## tent to Seek Relief from the Automatic Stay ("Lift Stay Notice")

Israel Santiago <kiklarca43@gmail.com>  
To: cvelaz@mpmlawpr.com <cvelaz@mpmlawpr.com>

Tue, Jan 12, 10:29 PM

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Israel Santiago-Lugo	Res. Virgilio Davila	Israel Santiago-Rosado
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Israel Santiago &lt;kiklarca43@gmail.com&gt;

## tent to Seek Relief from the Automatic Stay ("Lift Stay Notice")

Israel Santiago <kiklarca43@gmail.com>  
To: dperez@omm.com <dperez@omm.com>

Tue, Jan 12, 10:29 PM

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Israel Santiago-Lugo	Res. Virgilio Davila	Israel Santiago-Rosado
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**Intent to Seek Relief from the Automatic Stay ("Lift Stay Notice")**

Israel Santiago &lt;ikilarca43@gmail.com&gt;

To: ubaldo.fernandez@oneillborges.com &lt;ubaldo.fernandez@oneillborges.com&gt;

Tue, Jan 12, 10:29 PM

**LIFT STAY NOTICE REQUIREMENTS:**

(I) IMO Investment S.E. Celeria Reyes-Padilla Jason Santiago-Rosado  
 Israel Santiago-Lugo Res. Virgilio Davila Israel Santiago-Rosado  
 U.S.M. 3 10947-069 Edt. 15 Apt. 160 Daniel Santiago-Rosado  
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**Intent to Seek Relief from the Automatic Stay ("Lift Stay Notice")**

Israel Santiago &lt;ikilarca43@gmail.com&gt;

To: Hermann.Bauer@oneillborges.com &lt;Hermann.Bauer@oneillborges.com&gt;

Tue, Jan 12, 10:29 PM

**LIFT STAY NOTICE REQUIREMENTS:**

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Israel Santiago &lt;ikilarca43@gmail.com&gt;

**Intent to Seek Relief from the Automatic Stay ("Lift Stay Notice")**

Israel Santiago &lt;ikilarca43@gmail.com&gt;

To: imarini@mpmlawpr.com &lt;imarini@mpmlawpr.com&gt;

Tue, Jan 12, 10:27 PM

**LIFT STAY NOTICE REQUIREMENTS:**

(I) IMO Investment S.E. Celeria Reyes-Padilla Jason Santiago-Rosado  
 Israel Santiago-Lugo Res. Virgilio Davila Israel Santiago-Rosado  
 U.S.M. 3 10947-069 Edt. 15 Apt. 160 Daniel Santiago-Rosado  
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Israel Santiago &lt;ikilarca43@gmail.com&gt;

**IStgo: Proposed Course of Action (2) RE: ("Lift Stay Notice")- tent to Seek Relief from the Automatic Stay- Israel Santiago Lugo (IMO Investment)**

Wandymar Burgos Vargas &lt;wburgos@justicia.pr.gov&gt;

Fri, Jan 22, 2021 at 3:10 PM

To: ikilarca43@gmail.com &lt;ikilarca43@gmail.com&gt;

Cc: "Susana I. Peñagaricano Brown" &lt;spenagaricano@justicia.pr.gov&gt;, "Juan C. Ramirez Ortiz" &lt;juramirez@justicia.pr.gov&gt;

Good afternoon:

Yesterday, I sent you a proposed course of action as approved by AAFAF/FOMB regarding your notice of lift of stay (see below). As of now, I have not seen in my inbox an email from you confirming the receipt.

I would greatly appreciate if you could confirm the receipt of the same.

Cordially,

IWBV

**Lcda. Wandymar Burgos Vargas**

Abogada

Secretaría Auxiliar de lo Civil

Departamento de Justicia

wburgos@justicia.pr.gov

Calle Teniente César González #677

Eq. Ave. Jesús T. Piñero

San Juan, PR 00919

P.O. Box 9020192

San Juan, PR 00902-0192



FROM: Santiago-Rosado, Israel  
TO: 10947069  
SUBJECT: Info  
DATE: 01/23/2021 11:21:08 PM

yesterday, I sent you a proposed course of action as approved by AAFAF/FOMB regarding your notice of lift of stay (see below). As of now, I have not seen in my inbox an email from you confirming the receipt.

would greatly appreciate if you could confirm the receipt of the same.

Es del mismo abogado

FROM: Santiago-Rosado, Israel  
TO: 10947069  
SUBJECT: Informacion  
DATE: 01/23/2021 11:21:08 PM

Esteemed Mr. Santiago:

As per the protocol set by the court's order, after having the opportunity to evaluate movant's allegations and the information provided by the Commonwealth's legal representatives, the Commonwealth has determined, in coordination with AAFAF legal representatives, that the best course of action in this case is to modify the Automatic Stay entered in the appeal of reference solely to the limited extent necessary to enable the Proposition Action to proceed to final judgment before the United States Court of Appeals for the First Circuit; provided, however, the Title III Stay shall continue to apply in all other respects to the Proposition Action, including, but not limited to, the execution and enforcement of any judgment and for any claims for money damages, backpay and provisional remedies against the Commonwealth or any other Title III Debtor.

Please review the proposed course of action and if in agreement let us know so that the Commonwealth can proceed to draft a stipulation after approval of AAFAF/FOMB of said draft.

Also, please acknowledge receipt of this email.

Cordially,

IWBV

Lcda. Wandymar Burgos Vergas

TRULINCS 10947069 - SANTIAGO-LUGO, ISRAEL - Unit: TDG-G-A

FROM: Santiago-Rosado, Israel  
TO: 10947069  
SUBJECT: Info  
DATE: 02/22/2021 11:06:08 PM

>q t envio entero fue part d las 37 paginas los email q envie fueron 7 y esto me lo envio wandymar  
good morning-

draft of the stipulation will be put together for your review. As soon as I receive it from AAFAF/FOMB, I will be forwarding it to you.

TRULINCS 10947069 - SANTIAGO-LUGO, ISRAEL - Unit: TDG-G-A

FROM: Santiago-Rosado, Israel  
TO: 10947069  
SUBJECT: Informacion  
DATE: 03/25/2021 03:06:44 AM

Le escribi al abogado. T envia copia y me contesto esto  
I acknowledge receipt of the information requested.

I will be mailing the stipulation for review and approval to Israel Santiago Lugo. Nevertheless, as already mentioned previously, any substantial changes made need to be submitted again to AAFAF/FOMB for their consideration.

Cordially,

FROM: Santiago-Rosado, Israel  
C: 10947069  
SUBJECT: Info  
DATE: 04/08/2021 01:51:05 AM

Good afternoon. I acknowledge receipt of email below.

Reviewing the same, I have a doubt that I need to ask you to clarify.

Is the message below as to the review of the stipulation and changes to paragraphs #1 and #2 from your father Israel Santiago Lugo to whom I sent by mail copy of the draft of the stipulation?

Please confirm the above or otherwise clarify.

As soon as I receive your response, I will forward the changes to AAFeF and FOMB for consideration and approval and then get back.

FROM: Santiago-Rosado, Israel  
TO: 10947069  
SUBJECT: Legal  
DATE: 04/09/2021 12:36:11 AM

Good afternoon. I have not seen in my inbox an email confirming or clarifying, if the message below concerning the proposed changes to paragraphs #1 and #2 of the attached stipulation, was from your father Israel Santiago Lugo.

Nevertheless, in order to keep moving this matter, the proposed changes were sent to AAFeF and FOMB. After careful consideration, the same cannot be accepted.

We are convinced and have to insist that the proposed stipulation to modify the stay is more than reasonable because allows the parties to argue their respective positions and the appeals court to decide. If the proposed stipulation is not agreed to by the Plaintiffs, and instead decide to move the court for stay relief, the Commonwealth will object to it. In the objection, we will bring to the attention of the court the efforts made in good faith by the Commonwealth to enter into an stipulation that allows the parties to litigate the case before the appeals court-the US Court of Appeals for the First Circuit (Boston).

I will be notifying the above to Israel Santiago Lugo at U.S.M. #10947-069 FCI Talladega P.M.B. 1000 Talladega, AL 35160.

If the movants-plaintiffs are in agreement with the attached stipulation, please let us know in order to proceed to sign.

RULINCS 10947069 - SANTIAGO-LUGO, ISRAEL - Unit: TDG-G-A

FROM: Santiago-Rosado, Israel  
C: 10947069  
SUBJECT: Legal  
DATE: 04/09/2021 01:36:11 AM

Good afternoon, I acknowledge receipt of the additional changes to the stipulation. As mentioned before, I will forward them to AAFeF and FOMB for review and approval.

As soon as I receive a response, I will let you know. At that time, I will also notify your father by mail.

In another note, the letter with copy of the stipulation was sent by certified mail. It appears the same still is in transit (see attached).

TRULINCS 10947069 - SANTIAGO-LUGO, ISRAEL - Unit: TDG-G-A

FROM: Santiago-Rosado, Israel  
TO: 10947069  
SUBJECT: Legal  
DATE: 04/17/2021 09:36:19 AM

Having the Commonwealth and the Oversight Board the opportunity to evaluate Movant's proposed modifications to the stipulation, hereby we are attaching the stipulation resulting from said assessment.

As already explained below, the attached proposed stipulation to modify the stay allow the parties to argue their respective positions and leave to the Appellate Court to decide. That is, the attached stipulation would allow your case to be litigated in the Appellate Court, which is what you want. The stipulation does not take away or add any rights to anyone, it only preserves the rights that the parties already have.

If you agree with the same, please inform in order for the Commonwealth to proceed signing it and sending it to you for your subsequent signature.

Please, be mindful that any substantive change would require the review and approval of the Board anew.

I will be sending copy of the attached stipulation to Mr. Israel Santiago Lugo by mail.

RULINCS 10947069 - SANTIAGO-LUGO, ISRAEL - Unit: TDG-G-A

TRULINCS 10947069 - SANTIAGO-LUGO, ISRAEL - Unit: TDG-G-A

## Exhibit Page 5 of 15

ROM: Santiago-Rosado, Israel  
O: 10947069  
SUBJECT: Legal  
DATE: 04/27/2021 11:21:11 PM

Mr. Santiago Rosado:

I am following up on this pending matter. Please inform if you agree with the attached stipulation approved by the Oversight Board.

As already explained below, the attached proposed stipulation to modify the stay allows the parties to argue their respective positions, allowing the Appellate Court to decide the case. That is, the attached stipulation would allow your case to be litigated in the Appellate Court, which is what you want. The stipulation does not take away or add any rights to anyone, it only reserves the rights that the parties already have.

If you agree with the same, please inform in order for the Commonwealth to proceed signing it and sending it to you for your subsequent signature.

Please, be mindful that any substantive change would require the review and approval of the Board anew.

FROM: Santiago-Rosado, Israel  
TO: 10947069  
SUBJECT: Legal  
DATE: 05/04/2021 02:51:21 PM

I acknowledge receipt of your electronic mail. I will inform AAFAF of your response as to the draft stipulation. I will get back to you, as soon as I receive input from AAFAF and the Oversight Board.

RULINCS 10947069 - SANTIAGO-LUGO, ISRAEL - Unit: TDG-G-A

TRULINCS 10947069 - SANTIAGO-LUGO, ISRAEL - Unit: TDG-G-A

ROM: 10947069  
O: Santiago-Rosado, Israel  
SUBJECT: Legal  
DATE: 04/09/2021 02:48:48 PM

Me lo bendigal. Ya tengo recibido tu email. Cuando pueda envia este email a la abogada:

We are not agree with the proposed Stipulation because a good faith does not exists. The Stipulation must be modified the paragraphs numbers 1,2,4,6,7,8,9, and 10. A Stipulation in good faith is the benefit of all parties; e.g., the paragraph # 1 is regarding HealthPromed Found, Inc., v. HHS, 982 F.3d 15, 19 (1st Cir.2020)(The Title III stay is hereby modified solely to the extent necessary to allow (a) the pending appeals for the United States Court of Appeals for the First Circuit Appeals Nos. 17-1731, 17-1812, and 19-1338 to proceed to judgment..."). Where are the good faith?

It is undisputed, the Stipulation that you proposed pretend to rescind any rights, claims, or defense waived before the district court, even though this appeal is only a review the Plaintiffs' motions under Fed.R.Civ.P. 59(e) and 60(b), where an officer of the court committed fraud upon the Court. See, Villafane-Neriz v. Fed Deposit Ins. Cor, 75 F.3d 727, 734 (1st Cir.1996)(this court will not consider an argument presented for the first time on appeal).

Instead, the Commonwealth legal representative ignored that the United States of America (the party of most interest in this appeal) waived the Briefing Schedule on March 3, 2020. Recently, the United States of America conceded before the Court of Appeals for the First Circuit in Appeal Nos. 20-1594 and 20-1776, Plaintiff Israel Santiago-Lugo "may be eligible for a reduction in sentence" and requested a "remand to the district court for further proceedings"; i.e., the unconstitutional convictions may be vacated. See, Crim No. 95-029(ADC), Doc.2359 p.17; U.S. v. Bethel, 2021 U.S.App.LEXIS 1675 (4th Cir.2021)(Because the SSA did not permit life imprisonment without release, his sentence was illegal); U.S. v. Witting, 576 F.3d 1035, 1094 (10th Cir.2009)(Because no conviction remained by this point to support the forfeiture count, we reversed it as well).

Obviously, the Commonwealth pretend to take advantage because we are in pro se, but your Stipulation must be amended to affect all parties interests. If you do not agree with the amendments, please explain in detail each one of them.

We understand the propose amendments are reasonable for all parties since compare with other Stipulations from different cases. See, e.g., In re Fin. Oversight & Mgmt. Bd. for P.R., 2017 U.S.DistLEX08 161536 (D.P.R. 2017).

Finally, litigate the case before the Court of Appeals for the First Circuit only need to follow the Fed.R.App.P..

Please, send me the new Stipulation modified to the benefit of all parties.

Thank you in advance.

FROM: 10947069  
TO: Santiago-Rosado, Israel  
SUBJECT: Legal  
DATE: 04/07/2021 10:02:06 AM

Dios lo bendigal. T estoy enviando la respuesta q db d enviar a la abogada.

Dear Susana I. Pe-aguirre Brown:

My father Israel Santiago-Lugo has not received yet any correspondence from your person, however, to ensure everything is well, my father has knowledge about any emails you sent me, and each one of them I sent to him. Once clarified your concern, please take notice that the paragraphs #4, #8, #7, #9, #8, and #10 should read as follows:

4) Neither this Stipulation nor any statement made, action, or position taken, or document prepared or executed in connection with the negotiation, execution, or implementation of this Stipulation shall be deemed to be, or construed as, (a) an admission by any party of any liability, wrongdoing, act, or matter or that any claim or defense has or lacks merit; (b) a waiver of the Commonwealth's rights to dispute, contest, setoff, or recoup any claim before the district court; (c) a waiver of Movants' or the Commonwealth's rights to determine and/or contest the applicability of a discharge to any judgment that may be issued in the Appeal pursuant to 11 U.S.C. section 944, as made applicable to these proceedings by virtue of PROMESA section 301(e); or (d) an approval or assumption of any agreement or contract between the parties under Bankruptcy Code section 365.

6) The Stipulation contains the single agreement by and the between the parties with respect to the Appeal pending before the United States Court of Appeals for the First Circuit in Appeal no. 18-1850, and all prior understandings or agreements, if any, will be stipulated upon a new Stipulation to proceeds before the district court.

7) This Stipulation shall be construed and interpreted in accordance with the laws of Puerto Rico, and Federal law. The preparation of this Stipulation has been a joint effort of the Signatories and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Signatories than the other.

8) Each Signatory shall take such actions and sign such documents as necessary or desirable to carry out this Stipulation, and may be signed in counterpart originals as if signed in one original document. Emailed scans of this Stipulation signed by a Signatory shall be deemed an original for all purpose.

9) This Stipulation may not be modified other than by a signed writing by the Signatories.

10) The district court shall retain jurisdiction to hear any matters or disputes arising from or related to the implementation, interpretation, and enforcement of this Stipulation.

ROM: 10947069  
C: Santiago-Rosado, Israel  
SUBJECT: Legal.  
ATE: 03/29/2021 07:38:27 AM

Iod bless you.  
I hope that all is okay. I send you this message to the person than sent you the information, when you have a little time sent to er:

Dear Susana I. Pe-agarciano Brown:

I have received the "draft" to modify the automatic stay in ours appeal before the Court of Appeals for the First Circuit, appeal No. 18-1850. After carefully review, the paragraphs one(1) and two(2) should read as follows:  
1) The Title III Stay is hereby modified solely to the limited extent necessary to enable the Appeal to proceed to final judgment before the Appeals Court, where the Commonwealth has not the intention to file any brief to dispute the Movants' arguments.  
2) Nothing contained in this stipulation shall operate as a waiver or modification of the Title III Stay so as to permit the prosecution against the Commonwealth or any of the other Title III debtors of any claim or claims by anyone other than Movants is provided for herein.

FROM: Santiago-Rosado, Israel  
TO: 10947069  
SUBJECT: Informacion  
DATE: 03/22/2021 01:06:39 PM

In re:

THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO,

as representative of

THE COMMONWEALTH OF PUERTO RICO, et al.,

Debtors.

PROMESA

Title III

No. 17 BK 3283-LTS

(Jointly Administered)

In re:

THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO,

as representative of

THE COMMONWEALTH OF PUERTO RICO

Debtor.

PROMESA

Title III

No. 17 BK 3283-LTS

This Stipulation relates only to the Commonwealth.

STIPULATION MODIFYING THE AUTOMATIC STAY BETWEEN THE COMMONWEALTH OF PUERTO RICO AND IMO INVESTMENT S.E., ISRAEL SANTIAGO LUGO, DANIEL SANTIAGO ROSADO, CELENA REYES PADILLA, ISRAEL SANTIAGO ROSADO AND JASON SANTIAGO ROSADO

This stipulation ("Stipulation") is made as of \_\_\_\_\_, 2021, by and between the Commonwealth of Puerto Rico (the "Commonwealth") and IMO Investment S.E., Israel Santiago Lugo, Daniel Santiago Rosado, Celeña Reyes Padilla, Israel Santiago Rosado and Jason Santiago Rosado (collectively, "Movants"), plaintiffs-appellants in the case captioned Santiago Lugo, et al. v. United States, et al., Case No. 18-1850 (the "Appeal"), pending before the United States Court of Appeals for the First Circuit (the "Appeals Court").

WHEREAS, on May 3, 2017, the Commonwealth, by and through the Oversight Board, as the Commonwealth's representative pursuant to PROMESA section 315(b), filed a petition with the District Court under title III of PROMESA (the "Title III Case"); WHEREAS, on August 17, 2017, the District Court entered the Order Amending Case Management Procedures (as amended from time to time, the "Case Management Order"), which revised the Notice, Case Management and Administrative Procedures

#### RULINCS 10947069 - SANTIAGO-LUGO, ISRAEL - Unit: TDG-G-A

Implement a protocol (the "Lift Stay Protocol") for filing motions for relief from the automatic stay set forth in Bankruptcy Code sections 362(e) and 922(e), as made applicable to the Title III Case by PROMESA section 301(a) (the "Title III Stay") [ECF No. 5894-1];  
WHEREAS, under the Lift Stay Protocol, Movants are required to (a) send notice (the "Lift Stay Notice") to counsel to the Oversight Board and the Puerto Rico Fiscal Agency and Financial Advisory Authority ("AAFAF") to advise them of Movants' intent to seek relief from the Title III Stay at least fifteen (15) business days prior to filing a motion seeking such relief (the "Lift Stay Notice Period") and (b) meet and confer with the Commonwealth during the Lift Stay Notice Period;  
WHEREAS, on January 12, 2021, Movants sent their Lift Stay Notice to the Oversight Board and AAFAF seeking relief from the Title III Stay in order to allow Movants to proceed with the Appeal;  
WHEREAS, during the Lift Stay Notice Period, the Parties hereto have resolved Movants' request for modification of the Title III stay.

#### TRULINCS 10947069 - SANTIAGO-LUGO, ISRAEL - Unit: TDG-G-A

FROM: Santiago-Rosado, Israel  
TO: 10947069  
SUBJECT: Informacion  
DATE: 03/22/2021 01:06:39 PM

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Commonwealth and Movants, through their respective counsel, each of whom represent and warrant they possess the requisite authority to bind the respective Parties hereto, as follows:

1. The Title III Stay is hereby modified solely to the limited extent necessary to enable the Appeal to proceed to final judgment before the Appeals Court; provided, however, the Title III Stay shall continue to apply in all other respects to the Appeal, including, but not limited to, the execution and enforcement of any judgment and for any claims for money damages and provisional remedies against the Commonwealth or any other Title III debtor.
2. Nothing contained in this Stipulation shall operate as a waiver or modification of the Title III Stay so as to permit the prosecution against the Commonwealth or any of the other Title III debtors of any claim or claims by anyone other than Movants as provided for herein and the Commonwealth reserves all rights, defenses, and protections with respect to any and all matters pending or that may arise in the Title III Case, including the treatment of any claim arising from the Appeal under a plan of adjustment or otherwise in the Title III Case.
3. The Commonwealth and Movants each represent and warrant that they are properly and fully empowered to enter into and execute this Stipulation, that they know of no contractual commitment or legal limitation of, impediment to, or prohibition against their entry into this Stipulation, and that the Stipulation is legal, valid, and binding upon them.
4. Neither this Stipulation nor any statement made, action, or position taken, or document prepared or executed in connection with the negotiation, execution, or implementation of this Stipulation shall be deemed to be, or construed as, (a) an admission by any party of any liability, wrongdoing, act, or matter or that any claim or defense has or lacks merit; (b) a waiver of the Commonwealth's rights to dispute, contest, setoff, or recoup any claim, including any claims asserted by Movants in the Appeal, or assert any related rights, claims, or defenses and all such rights are reserved; (c) a waiver of Movants' or the Commonwealth's rights to determine and/or contest the applicability of a discharge to any judgment that may be issued in the Appeal pursuant to 11 U.S.C. § 944, as made applicable to these proceedings by virtue of PROMESA section 301(a); or (d) an approval or assumption of any agreement or contract between the parties under Bankruptcy Code section 365.
5. Nothing in this Stipulation shall be deemed or construed as (a) creating or conferring any right upon any persons or entities (other than Movants as expressly provided in this Stipulation), or (b) evidence of any willingness or obligation on the Commonwealth's part to consent to any other or future modifications of or relief from the Title III Stay with respect to any persons or entities.
6. This Stipulation contains the entire agreement by and between the parties with respect to the subject matter hereof, and all prior understandings or agreements, if any, are merged into this Stipulation.
7. This Stipulation shall be construed and interpreted in accordance with the laws of Puerto Rico. For purposes of construing this Stipulation, neither of the parties shall be deemed to have been the drafter of the Stipulation.
8. Electronic copies of signatures on this Stipulation are acceptable, and an electronic copy of a signature on this Stipulation is deemed an original. This Stipulation may be executed in counterparts, each of which is deemed an original, but when taken together constitute one and the same document.
9. This Stipulation may not be modified other than by a signed writing executed by the parties hereto.
10. The District Court shall retain jurisdiction to hear any matters or disputes arising from or relating to this Stipulation.
11. This Stipulation shall be immediately effective and enforceable upon execution by the parties hereto.

## Exhibit Page 7 of 15

ROM: Santiago-Rosado, Israel  
D: 10947069  
SUBJECT: Informacion  
ATE: 03/22/2021 01:08:39 PM

remainder of Page Intentionally Left Blank

I WITNESS WHEREOF and in agreement herewith, by and through their respective counsel, the Parties have executed and delivered this Stipulation as of the date first set forth above.

OMINGO EMANUELI HERNÁNDEZ  
Secretary of Justice

USANA I. PENAGARICANO BROWN  
SDC 216907  
Deputy Secretary in Litigation  
Department of Justice  
P.O. Box 8020182  
San Juan, Puerto Rico 00902-0182  
Phone: 787-721-2900 Ext. 1404  
penagarciano@justice.pr.gov

Attorney for the Commonwealth of Puerto Rico

TO INVESTMENT S.E.  
Israel Santiago Lugo  
S.M. 3 10947-069  
CI Tella dega  
M.B. 1000  
Tella dega, AL 35160  
mail: tkderca43@gmail.com  
Pro Se

Atentis Reyes-Padilla  
ca. Virgilio Dávila  
11. 15 Apt. 160  
ayamón, PR 00961  
Pro Se

Israel Santiago-Rosado  
124 Mission Club BLVD  
x. 306  
rtando, FL 32821  
Pro Se

son Santiago-Rosado

RULINCS 10947069 - SANTIAGO-LUGO, ISRAEL - Unit: TDG-G-A

ROM: 10947069  
O: Santiago-Rosado, Israel  
SUBJECT: Legal  
ATE: 05/01/2021 12:35:11 PM

envíale el siguiente email a la abogada:

Dear Mrs. Penagarciano Brown:

have received your letter dated on April 19, 2021, with a draft Stipulation; however, reading the Stipulation I found that the paragraphs numbers 6,7 and 10 were changed, or added minimum details.

We have been suing many individuals, federal and state employees, at least 5 individuals (Miguel Andruz-Baez, Nestor Lopez, Jose Quiles Torres, Maria L Colon Guerra and Harold C. Cestrodo Rivera) acts under color of state law, they were used in their official and INDIVIDUAL capacities. Under individual capacity PROMESA does not cover this point. See, Colon-Tolon v Negron-Fernandez, 2018 U.S.Dist.LEXIS 80988 (D.P.R. 2018)(The stay, however, does not apply to individual capacity claims brought against Commonwealth government officials). Here, at least 1 individual (Miguel Andruz-Baez) was assigned to Task Force of Drug Enforcement Administration ("DEA") can act under color of federal law if they are acting solely pursuant to federal authority. See, Alvaro v. Bloemker, 648 F.2d 670, 677 (7th Cir. 1978)(city police assigned to a federal agency acted under color of federal law); Bordetax v. Lynch, 355 F. Supp. 77, 84 (N.D.N.Y. 1997)(same). Thus, many individuals generally act under color of federal and not state law, PROMESA does not apply. See, District of Columbia v. Carter, 409 U.S. 418, 424, 93 L.C. 602 (1976); Settles v. U.S. Parole Comm., 429 F.3d 1098, 1104 (D.C. Cir.2005)(“section 1983 does not apply to federal officials acting under color of federal law”)(citations omitted).

In matter of facts previously stated, the paragraphs 1,2,4 and 8 should be modified; e.g., the paragraph 1 does not falls within the Fin. Oversight & Mgmt. Bd. for Puerto Rico, 2021 U.S.Dist.LEXIS 53822 (D.P.R. March 21, 2021)(The automatic stay is fixed only (i) to the extent necessary to permit Movant to take such action and allow any future litigation commenced...to proceed to final judgment, including all appeals...). Also, paragraph # 8 should be amended because I have not access unlimited to the computer, and another party (Colonia Reyes-Padilla) has 72 age old, without knowledge to use a computer.

RULINCS 10947069 - SANTIAGO-LUGO, ISRAEL - Unit: TDG-G-A

Pro Se  
/s/  
Israel Santiago-Rosado  
Pro Se

RULINCS 10947069 - SANTIAGO-LUGO, ISRAEL - Unit: TDG-G-A

FROM: Santiago-Rosado, Israel  
TO: 10947069  
SUBJECT: Legal  
DATE: 05/19/2021 03:06:26 AM

As to paragraph #1, we suggest the following language, subject to AAFAF and FOMB's approval/signoff (the language highlighted in the attached draft stipulation):

The Title III Stay is hereby modified solely to the limited extent necessary to allow the Proprietary Action to proceed to final judgment before the United States Court of Appeals for the First Circuit (Case No. 18-1850), and the Supreme Court of the United States; provided, however, the Title III Stay shall continue to apply in all other respects to the Proprietary Action, including, but not limited to, the execution and enforcement of any judgment for money damages or any other relief that may be awarded in the disbursement of funds by the Commonwealth or any other Title III Debtor, and provisional remedies against the Commonwealth or any other Title III Debtor.

As to §8, the electronic signature does not exclude those who are not able to sign electronically. The other Movants, not able to sign electronically, may sign the document/stipulation the ordinary way, with ink.

No other changes are required.

The proposed course of action allows Movants in an easy and cost-effective way to proceed with the case in the appellate court.

As previously stated, the above suggested language in paragraph #1 requires the approval of AAFAF and FOMB (Oversight Board).

Please, confirm receipt of the email and inform if Movants agree with the proposed course of action so I can proceed to inform AAFAF and FOMB.

ROM: 10947069  
O: Santiago-Rosado, Israel  
SUBJECT: Legal  
DATE: 05/22/2021 02:35:11 PM

Dear Mrs. Pe-aguirre Brown:

We gave the opportunity to offer a reasonable Stipulation, but theches are minimus. We need to proceeds forward because no appeal is stock.

As a matter of fact, the First Step Act of 2018, Pub. L. No.115-391, section 404, 132 Stat. 5194, 5222 (2018); RICHARDSON v. U.S., 526 U.S. 813, 818 (1998); U.S. V. SANTOS, 128 S.C.T 2020 (2008); U.S. V. CANDELARIA-SILVA, 714 F.3d 651 (1st Cir.2013); and U.S. V. SMITH, 884 F.3d 446 (2020), requires to change the lawsuit contents against some Appellees; Defendants to proceed otherwise involved in the criminal case no. 95-029(ADC). See, KING V. HARDWOOD, 852 F.3d 588, 591 (6th Cir.2017)(we therefore reverse as to King's claim for malicious prosecution against Hardwood);LESSARD V. CRAVITZ, 886 Fed.Appx. 581, 587 (10th Cir.2017)(Mr. Lessard has no existing "conviction" that could be affected by his malicious-prosecution claim. His claims are thus not subject to the Heck bar); CLAY V. ALLEN, 242 F.3d 679, 681 (5th Cir.2001)(a criminal defendant may initiate a section 1983 suit if the state court has merely reversed the conviction). The errors committed started in August 17, 1993, a continue without stop until the day of today, where the Appellees seized many properties, and incarcerated Appellants with the intention to cover up their bad actions. In other words, Appellants have an opportunity following the cases above mentioned to obtain a minimum of \$1 million per year of false imprisonment. See, LIMONE V. U.S., 497 F. Supp.2d 143, 243-45 (D. Mass. 2007)(citing RAMIREZ V. LOS ANGELES COUNTY SHERIFF'S OFFICE, No.2:04-cv-08102-3AF-F.P. 2006 Wl. 1428310 (C. D. Cal. Feb. 18, 2006)(\\$16 million in compensatory damages for malicious prosecution that resulted in ten months' incarceration); MARK DIAZ BRAVO V. GIBLIN, No. 8128242, 2002 Cal. Upp. Unpub.LEXIS 10494, 2002 wl 31547001, at 24 (Cal. App.2d Dist. Nov. 18, 2002) ("\\$3,537,000 to compensate [Plaintiff] for 1,179 day of incarceration at rate of \\$3,000 per day" or \\$1,095,000 per year, in addition to \\$1 million for emotional damages suffered prior to sentencing); NESOME V. MCCABE, 310 F.3d 303 (7th Cir.2003),cert.denied, 539 U.S. 943, 123 S.C.T. 2621, 156 L.Ed.2d 634 (2003)(\\$15 million in compensatory damages for malicious prosecution that resulted in 15 year imprisonment, x \\$1 million per year); JONES V. CITY OF CHICAGO, No. 83 C2430, 1987 U.S.DIST.LEXIS 10510, 1987 WL 19800, at 1 (N.D. Ill. Nov. 10, 1987)(aff'd in part, 856 F.2d 985 (7th Cir.1988))(\\$71,100 for false arrest; \\$71,100 for intentional infliction of emotional distress; \\$355,500 for false imprisonment; and \\$213,300 for malicious prosecution" resulting in one month's imprisonment, or \\$8,532,000 per year).

The Stipulation must be as follows:

1) The Title III Stay is hereby modified solely to the limited extent necessary to permit Movants to take such action and allow any future litigation commenced to proceed to final judgment before the United States Court of Appeals for the First Circuit. (Case No. 18-1850), including all appeals, and Supreme Court of the United States; provided, however, the Title III Stay shall continue to apply in all other respects to the Appeal, including only official capacity and excluding individual capacity, but not limited to, the execution and enforcement of any judgment for money damages against the Commonwealth or any other Title III debtor, where the Commonwealth has not the intention to file any brief to dispute the Movants' arguments in this appeal;

2) Nothing contained in this Stipulation shall operate as a waiver or modification of the Title III Stay so as to permit the prosecution against the Commonwealth or any of the other Title III debtors of any claim or claims by anyone other than Movants as provided for herein and the Commonwealth reserves all rights, defenses, and protections following the Civil Procedure Rules and Appellate Procedure Rules, with respect to any and all matters pending or that may arise in the Title III Case, including the treatment of any claim arising from the Appeal under a plan of adjustment or otherwise in the Title III Case;

3) The Commonwealth and Movants each represent and warrant that they are properly and fully empowered to enter into and execute this Stipulation, that they know of no contractual commitment or legal limitation of, impediment to, or prohibition against their entry into the Stipulation, and that the Stipulation is legal, valid, and binding upon them;

4) Neither this Stipulation nor any statement made, action, or position taken, or document prepared or executed in connection with the negotiation, execution, or implementation of this Stipulation shall be deemed to be, or construed as, (a) an admission by any party of any liability, wrongdoing, act, or matter or that any claim or defense has or lacks merit; (b) a waiver of the Commonwealth's rights to dispute, contest, setoff, or recoup any claim, including any claims asserted by Movants in the appeal, or assert any related rights, claims, or defenses and all such rights are reserved following the civil procedure rules and appellate procedure rules; (c) a waiver of Movants' or the Commonwealth's rights to determine and/or contest the applicability

RULINCS 10947069 - SANTIAGO-LUGO, ISRAEL - Unit: TDG-G-A

ROM: Santiago-Rosado, Israel  
O: 10947069  
SUBJECT: RE: Legal  
DATE: 05/28/2021 03:51:18 PM

acknowledge receipt of your response. I will forward to AAFAF/FOMB for their review and determination. As soon as I receive response from them I will inform.

ISRAEL SANTIAGO-LUGO on 5/28/2021 1:23:57 PM wrote  
Nd. Cuando reciba alguna respuesta dejame saber. Nuevamente l recuerdo q necesito copias d los emails q elia t a enviado, y q tu le tiene enviado, tal vez tendre q someter una mocion ante la corte d quiebra para q el proceso continue. Dice t endiga.  
—Santiago-Rosado, Israel on 5/28/2021 1:51 AM wrote:

'a clos envie

ISRAEL SANTIAGO-LUGO on 5/23/2021 12:50:45 PM wrote  
Xos t bendigal. Espero q t encuentre bien. T envie un email para q lo haga llegar a la abogada, tan pronto lo envie confirmarme q lo enviste. Tal vez tendre q someter una mocion a la corte d quiebra necesitare todos los emails q la abogada t enviado, igualmente lo q tu le tiene enviado. Por supuesto, el primer email q le enviamos ya me enviste copias, no tiene q volver a enviarmelo.

TRULINCS 10947069 - SANTIAGO-LUGO, ISRAEL - Unit: TDG-G-A

EXHIBIT # 2

6 of 6

of a discharge to any judgment that may be issued in the Appeal pursuant to 11 U.S.C. section 944, as made applicable to these proceedings by virtue of PROMESA section 301(a); or (d) an approval or assumption of any agreement or contract between the parties under Bankruptcy Code section 365;

5) Nothing in this Stipulation shall be deemed or construed as (a) creating or conferring any right upon any persons or entities (other than Movants as expressly provided in the Stipulation), or (b) evidence of any willingness or obligation on the Commonwealth's part to consent to any other or future modifications of or relief from the Title III Stay with respect to any persons or entities;

6) This Stipulation contains the entire agreement by and between the parties with respect to the Appeal (Case No. 18-1850), any future litigation commenced to final judgment, including all appeals, and Supreme Court of the United States, subject matter hereof, and all prior understandings or agreements, if any, are merged into this Stipulation. Any further modification of the Title III Stay shall be made in accordance with the Lift Stay Protocol;

7) This Stipulation shall be construed and interpreted in accordance with the laws of Puerto Rico, and federal laws. The preparation of this Stipulation has been a joint effort of the Signatories and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Signatories than the other;

8) Each Signatory shall take such actions and sign such documents as necessary or desirable to carry out this Stipulation, and may be signed in counterpart originals as if signed in one original document. Electronic copies of signatures on this Stipulation are acceptable, and an electronic copy of a signature on this Stipulation is deemed an original, but when taken together constitute one and the same document. Emailed scans of this Stipulation signed by a Signatory also shall be deemed an original for all purpose;

9) This Stipulation may not be modified other than by a signed executed by the parties hereto;

10) The District Court shall retain jurisdiction to hear any matters or disputes arising from or relating to the implementation and enforcement of this Stipulation;

11) This Stipulation shall be immediately effective and enforceable upon execution by the parties hereto.

If you not agree with our proposal to proceeds forward let me know to file any motion before the federal Judge Laura Taylor Swash, and give her the opportunity to determine this issue.

Like you says, "the proposed course of action allows [the parties] in an easy and cost-effective way to proceed with case at the appellate level", and any future litigation commenced to proceed to final judgment before the court of appeals.

I guess this Stipulation fall within a reasonable agreement between the parties.

Please, send me the Stipulation accord my suggestion as soon as possible.

Thank you in advance.

TRULINCS 10947069 - SANTIAGO-LUGO, ISRAEL - Unit: TDG-G-A

FROM: Santiago-Rosado, Israel  
TO: 10947069  
SUBJECT: Legal  
DATE: 06/24/2021 01:06:07 AM

We decline your proposed course of action. AAFAF and FOMB stand by the last stipulation sent to you on May 18, 2021, here attached.. If Movant is not in agreement with this stipulation, no modification is possible.

Drug Enforcement Administration

## REPORT OF INVESTIGATION

Page 1 of 2

1. Program Code	2. Cross File	Related Files	3. File No.	4. G-DEP IDENTIFIER
5. By [REDACTED] S/A At Enforcement Group [REDACTED] San Juan, Puerto Rico	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7. <input type="checkbox"/> Closed <input type="checkbox"/> Requested Action Completed <input type="checkbox"/> Action Requested By:	[REDACTED]	[REDACTED]	6. File Title	SANTIAGO-Lugo, Israel
9. Other Officers:	[REDACTED]	[REDACTED]	8. Date Prepared	January 16, 1996
10. Report Re: Trial/Conviction of Defendants.				

## DETAILS

1. On February 9, 1995, Israel SANTIAGO-Lugo and thirty members of his organization were indicted in the District of Puerto Rico (criminal number 95-029JAF) for numerous violations of the Controlled Substance Act. SANTIAGO and five of his codefendants were charged with operating a Continuing Criminal Enterprise in violation of Title 21, United States Code, Section 848.

2. On September 13, 1995, trial commenced in the District of Puerto Rico before U.S. District Court Judge Jose A. Fuster. Court proceedings for SANTIAGO and his codefendants had to be split due to the large number of defendants. The initial trial dealt with the charges against SANTIAGO and twelve codefendants as well as adjudicating the civil/criminal seizures of Exhibits N-1 through N-22.

(DRAFT)

3. The trial continued until December 13, 1995, at which time all the defendants except Angel M. ANDRADE-Marrero were found guilty by jury; the jury had become deadlocked on a verdict for ANDRADES. All seized assets were ordered forfeited by the court. Except for [REDACTED] ANDRADE and [REDACTED] the subjects listed below in the indexing section are those convicted in the first trial. The adjudicated defendants are to be sentenced by Judge Fuster in March 1996 at which time DEA-210's will be prepared detailing their final dispositions.

4. A trial for ANDRADES and the remaining defendants will probably commence in the Spring of 1996 depending on the outcome of any plea negotiations.

## INDEXING SECTION

1. SANTIAGO-Lugo, Israel; HADDIS [REDACTED]	FBI number [REDACTED]
2. [REDACTED]	[REDACTED]
3. [REDACTED]	[REDACTED]
4. REYES-Padilla, Calenini; HADDIS [REDACTED]	FBI number [REDACTED]
5. [REDACTED]	[REDACTED]

11. Distribution:	[REDACTED]	13. Date	2/1/96
Division	[REDACTED]	15. Date	2/1/96
District	[REDACTED]		
Other	[REDACTED]		

DEA FORM - 6 (Rev. 10-84)

(Aug. 1994)

Drug Enforcement Administration

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Previous edition dated 5/80 may be used.

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## 3 - Originating Office

U.S. Department of Justice  
Drug Enforcement Administration

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1. FILE NO.	2. G-DEP IDENTIFIER
05-93-0048	[REDACTED]
3. FILE TITLE	SANTIAGO-Lugo, Israel
4. Page 2 of 3	5. DATE PREPARED
	October 5, 1993
Exhibit N-1 - one two-story cement house located at Reparto Montañez, Barrio Pañaros, Bayamon, Puerto Rico; Lot Number 18, with all contents. Appraised Value: \$150,000.00	
Exhibit N-5 - one two-story cement house located at Carrera 165, Kilometer 9.5, Barrio Contorno, Toca Alta, Puerto Rico, with all contents. Appraised Value: \$150,000.00	
Exhibit N-6 - one vacant lot next to Block 15-A, 14th Street, Reparto Valencia, Hato Tejas, Bayamon, Puerto Rico. Appraised Value: \$50,000.00	
Exhibit N-7 - bank account number 240708533 in the name of Israel SANTIAGO-Lugo at Banco Popular de Puerto Rico, Cupey Branch, Cupey, Puerto Rico. Balance: \$677.80	
Exhibit N-8 - bank account number 050403411 in the name of Israel SANTIAGO-Lugo at Banco Popular de Puerto Rico, Cupey Branch, Cupey, Puerto Rico. Balance: \$2,777.95	
Exhibit N-9 - bank account number 35049448 in the name of Israel SANTIAGO-Lugo (IMO INVESTMENT) at Banco Popular de Puerto Rico, San Jose Shopping Center, Rio Piedras, Puerto Rico. Balance: \$3,211.17	
Exhibit N-10 - bank account number 059868287 in the name of Israel SANTIAGO-Lugo (ISRAEL SERVICE STATION TOA ALTA), at Banco Popular de Puerto Rico, Toa Alta Branch, Toa Alta, Puerto Rico. Balance: \$11,729.85	
Exhibit N-11 - bank account number 240020035 in the name of Israel SANTIAGO-Lugo (SANTIAGO & ASSOCIATES) at Banco Popular de Puerto Rico, Bayamon, Puerto Rico. Balance: \$1,392.00	
Exhibit N-12 - bank account number 05AN2282 in the name of Israel SANTIAGO-Lugo (ISRAEL SERVICE STATION COROZAL) at Banco Popular de Puerto Rico, Corozal, Puerto Rico. Balance: \$10,922.20	
Exhibit N-13 - 1993 Mitsubishi GT-300 registered to Israel SANTIAGO-Lugo. Appraised Value: \$46,753.54	

DEA Form - 6a (May 1980)

DEA SENSITIVE

DRUG ENFORCEMENT ADMINISTRATION

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Neither it nor its contents may be disseminated outside the agency to which issued.

Previous edition may be used.

00000612

1. PROGRAM CODE	2. CROSS FILE	RELATED FILES	3. FILE NO.	4. G-DEP IDENTIFIER
[REDACTED]	[REDACTED]	[REDACTED]	05-93-0048	[REDACTED]
6. BY [REDACTED] AT Enforcement Group 1 San Juan, Puerto Rico	[REDACTED]	[REDACTED]	6. FILE TITLE	SANTIAGO-Lugo, Israel
7. <input type="checkbox"/> Closed <input type="checkbox"/> Requested Action Completed <input type="checkbox"/> Action Requested By:	[REDACTED]	[REDACTED]	6. DATE PREPARED	October 5, 1993
9. OTHER OFFICERS:	[REDACTED]	[REDACTED]	6. OTHER OFFICERS:	[REDACTED]

10. REPORT RE:  
Execution of Seizure Warrants on August 17, 1993.

## DETAILS:

1. On August 17, 1993, a joint investigation by the San Juan District Office and the Internal Revenue Service/Criminal Investigation Division resulted in the seizure of properties by the U.S. Marshal Service. The seizure warrant (93-155JP/HL) issued by U.S. Magistrate Judge Jesus A. Castellanos was served on properties in the name of Israel SANTIAGO-Lugo and IMO INVESTMENTS. Two Texaco gasoline stations with contents, four residential properties with contents, one vacant lot, one jet ski, seven vehicles, six bank accounts, and one Paine Weber Investment account were seized. Furniture, cellular telephones and office equipment were also seized by the U.S. Marshal Service.

2. One computer, financial records and business papers from various locations were seized by IRS/CID for evidentiary purposes. No arrests were made during service of the seizure warrants. However, a criminal investigation is still ongoing.

3. The following is a list of seized properties, bank accounts and vehicles:

Exhibit N-1 - one two-story cement house located at Ibiza Street, Number 72, Paseo Las Brinas, Rio Piedras, Puerto Rico; 16,565 acres; Lot 60,658, with contents.  
Appraised Value: \$350,000.00

Exhibit N-2 - one rural lot, number 11,429, with a Texaco Gasoline Station (1,000 square feet) located at Carrera 165, Barrio Contorno, Toca Alta, Puerto Rico, with all contents.  
Appraised Value: \$900,000.00

Exhibit N-3 - one two-story cement house located at Block 15A, 14th Street, Reparto Valencia, Hato Tejas, Bayamon, Puerto Rico, with all contents.  
Appraised Value: \$70,000.00

## 11. DISTRIBUTION:

--REGION NWD/DIG

DISTRICT

OTHER OEM; NK; CCF; MPSF

DEA Form - 6 (May 1994)

12. DATE

10/28/93

13. DATE

10/28/93

00000611

1. FILE NO.	2. G-DEP IDENTIFIER
05-93-0048	[REDACTED]
3. FILE TITLE	SANTIAGO-Lugo, Israel
4. Page 3 of 3	5. DATE PREPARED
	October 5, 1993
Exhibit N-14 - 1991 Honda CRX 2-door registered to Israel SANTIAGO-Lugo. Appraised Value: \$6,137.00	
Exhibit N-15 - 1990 Volvo 4-door registered to Israel SANTIAGO-Lugo. Appraised Value: \$36,500.00	
Exhibit N-16 - 1989 Ford Van E-250 Cargo Van registered to Israel SANTIAGO-Lugo. Appraised Value: \$7,500.00	
Exhibit N-17 - 1993 Mitsubishi Galant 4-door registered to Orlando SANTIAGO-Perez. Appraised Value: \$20,000.00	
Exhibit N-18 - 1992 Mitsubishi Montero SR 4-door registered to Israel SANTIAGO-Lugo. Appraised Value: \$22,986.00	
Exhibit N-19 - 1992 SEA-DOO Bombardier Jet SKI/XP with trailer. Appraised Value: \$5,000.00	
Exhibit N-20 - 1992 Mercedes Benz 500 SL 2-door Coupe registered to Israel SANTIAGO-Lugo. Appraised Value: \$165,000.00	
Exhibit N-21 - one Paine Weber Investment Account Number JX01758-01. Estimated Value: \$304,749.00 This account was administratively seized by DEA	
Exhibit N-22 - one rural lot number 4001, together with a Texaco Gasoline Station located at Road 159 and Road 164, Barrio Palmarino, Corozal, Puerto Rico, with all contents. Appraised Value: \$45,500,000.00	

## INDEXING SECTION:

A 1. SANTIAGO-Lugo, Israel; HADDIS 3155158

AX

AD 3. IMO INVESTMENT; HADDIS Negative. Business owned by Israel SANTIAGO-Lugo.

1. FILE NO.	2. G-DEP IDENTIFIER
05-93-0048	[REDACTED]
3. FILE TITLE	SANTIAGO-Lugo, Israel
4. Page 1 of 2	5. DATE PREPARED
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Exhibit N-6 - bank account number 050403411 in the name of Israel SANTIAGO-Lugo at Banco Popular de Puerto Rico, Cupey Branch, Cupey, Puerto Rico. Balance: \$2,777.95	
Exhibit N-7 - bank account number 35049448 in the name of Israel SANTIAGO-Lugo (IMO INVESTMENT) at Banco Popular de Puerto Rico, San Jose Shopping Center, Rio Piedras, Puerto Rico. Balance: \$3,211.17	
Exhibit N-8 - bank account number 059868287 in the name of Israel SANTIAGO-Lugo (ISRAEL SERVICE STATION TOA ALTA), at Banco Popular de Puerto Rico, Toa Alta Branch, Toa Alta, Puerto Rico. Balance: \$11,729.85	
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Exhibit N-11 - 1993 Mitsubishi GT-300 registered to Israel SANTIAGO-Lugo. Appraised Value: \$46,753.54	

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**CRIMINAL NUM.** DLA93N1020 **INF. ART. 6.** **LEY DE ARMAS**

**POR:** INF. ART. 6. **LEY DE ARMAS**

**VS.** **ISRAEL SANTIAGO LUGO** **(Defend)**

**1. ISRAEL SANTIAGO LUGO**  
**2. ANDRES COLON MIRANDA**  
**3. WILFREDO MARTINEZ MATA**  
**4. MARCOS HIDALGO MELENDEZ**  
**5. NELSON ORTIZ BAEZ**

**1. ISRAEL SANTIAGO LUGO**, **ANDRES COLON MIRANDA**, **WILFREDO MARTINEZ MATA** y **NELSON ORTIZ BAEZ**, residentes en P.R. 3, C.P. 00772, Lote 1000, Colonia San Juan, Barrio La Plata, P.R., 00920, que el día 10 de enero de 1994, en la Calle G-19, Urbanización Los Paseos, Barrio La Plata, P.R., residiendo en R.A.J.A., P.R. 3, CALLE 10, P-18, ESTRELLA VIEJA, BAYAMON, P.R., (Calle Número, Barrio, y Pueblo).

Por el delito de **INF. ART. 6.** **LEY DE ARMAS**

Cometido de la manera siguiente:

Allí es a para el día 01 de diciembre de 1993 y en Levittown, Tres Bajos, P.R., que forma parte del Tribunal Superior de Justicia de Puerto Rico, Sala de Bayamon, P.R., los referidos acusados ISRAEL SANTIAGO LUGO, ANDRES COLON MIRANDA, WILFREDO MARTINEZ MATA, MARCOS HIDALGO MELENDEZ Y NELSON ORTIZ BAEZ, al igual que, violentos, maliciosos y criminalmente, actuando de concierto y como armado, entre sí y con otra persona en su posesión y dominio un arma de fuego mortífera, la cual se describe a continuación, haber obtenido previamente una licencia o cosa efectiva expedida por las autoridades competentes, siendo la misma un arma de fuego mortífera con la cual se pudo causar gran daño corporal.

DICHNA ARMA DE FUEGO SE DESCRIBE COMO SIGUIE: PISTOLA MARCA SIG SAUER, CAL. 9MM, DE COLOR NEGRO, SERIE NUM. U183590.



Este hecho es contrario a la ley para tal caso previsto y a la ley y acuerdo de El Poder Judicial de Puerto Rico en la materia.

La acusación que antecede está basada en Caso Probable determinado por un magistrado.

- Según lo dispuesto por la Regla de Procedimiento Criminal Núm. 23, estableciendo el procedimiento sobre Vista Preliminar, conforme la situación que el darse de dolo causación se exprese;
- Conforme a la ley y un testimonio de testigos examinados bajo juramento ante dicha autoridad creyendo solemnemente que existe Justa Causa para presentar al Tribunal.

Fiscal

Jurado y firmado ante mí hoy 29 de diciembre de 1994

Sacristán del Tribunal

Marcó con una (X) el encabezado correspondiente al darse de esta acusación.

**Exhibit #3 -**  
**3 of 6**  
**CONT. PAG. 2**  
**ISRAEL SANTIAGO LUGO Y OTROS**  
**13 DE ENERO DE 1994**

El Tribunal ordena al Ministerio Público suministrar la dirección correcta del co-acusado MARCOS HIDALGO MELENDEZ y proceder a citarlo. Ordena al alguacil de sala verificar en Vista Preliminar el 18 de enero de 1994 si comparecerá el acusado y lo traiga a este salón. De no comparecer se utilizará el mecanismo de citarlo a la dirección que suministre el Fiscal.

Se remite el acto de lectura de acusación en cuenta a MARCOS HIDALGO MELENDEZ para el día 18 de enero de 1994, a las 8:30 a.m.

En cuanto al co-acusado ISRAEL SANTIAGO LUGO informe al alguacil de sala que según lo informado la secretaría de citaciones no surge la Dirección de Citaciones haya recibido la citación para diligenciarla.

El Tribunal ordena se expida citación urgente al co-acusado ISRAEL SANTIAGO LUGO y que lo notifique la misma a los alguaciles de San Juan para que la diligencien personalmente y se resuelva el acto de lectura de acusación contra el acusado ISRAEL SANTIAGO LUGO para el 18 de enero de 1994, a las 8:30 a.m.

El Tribunal ordena al alguacil de sala que esté pendiente el 18 de enero de 1994 si el acusado Israel Santiago Lugo comparece a Vista Preliminar al Salón de Sesiones 401, de modo que si comparece se lo traiga a este salón.

A preguntas del Tribunal el Ministerio Público hace constar que LUGO es Calle IBISA #72, Urb. Los Paseos, Rio Piedras, Puerto Rico y la Urbanización que conoce es Los Paseos.

Acuerdos citados en corte abierta: ANDRES COLON MIRANDA, WILFREDO MARTINEZ MATA y NELSON ORTIZ BAEZ.

CITESE A ISRAEL SANTIAGO LUGO Y MARCOS HIDALGO MELENDEZ, PERSONALMENTE.

c/c: Fiscalía de Distrito  
 Lic. Héctor Grau, Lic. Jane Hoffman

bbo Minuta  
 sobre Juez: Nelson Unites Diaz

sobre Teg.: Vicenta Concepción  
 nota CrIM. (Trib. Sup. y Otto)  
 I.T. 850 (rev. julio 1975)

Nombre Alg. Miguel Díaz  
 Certificado: Hector Grau, Jane Hoffman  
 Por: Valencia Villanueva  
 Secretaria  
 Fecha: 13 de enero de 1994

Estado Libre Asociado de Puerto Rico  
 TRIBUNAL SUPERIOR DE JUSTICIA  
 TRIBUNAL SUPERIOR  
 Sala de Bayamon  
 Salón de Sesiones 601

Exhibit #3  
 Crim. Núm. D LA93N1020 al  
 D LA93N101

Por: INF. ART. 6, ARMAS 15c  
 INF. ART. 9, ARMAS (15c),

### NINUTA

Llamados los presentes casos en el día de hoy para el acto de Lectura de Acusación, comparecen los co-acusados ANDRES COLON MIRANDA, WILFREDO MARTINEZ MATA Y NELSON ORTIZ BAEZ representados únicamente para este acto por el Lic. Arnaldo Roil Rodríguez. No comparecen los co-acusados ISRAEL SANTIAGO LUGO Y MARCOS HIDALGO MELENDEZ. Comparece el Ministerio Público representado por el Fiscal Hamlet C. Castañeda Rivera.

El Lic. Roil Rodríguez hace constar que el abogado de Andrés Colón Miranda es el Lic. Héctor Grau quien la solicitó que lo sustituyera en este acto y el abogado de Wilfredo Martínez Mata y Nelson Ortiz Baez es la Lic. Jane Hoffman, quien también la solicitó la sustituyera en este acto.

A preguntas del Tribunal informa al alguacil de sala que Israel Santiago Lugo no tiene el diligenciamiento de la acusación expedida. En cuanto a Marcos Hidalgo Melández según el diligenciamiento no existe la Calle G. Se visitó la Casa G-19, pero se informó que el acusado no reside en dicho lugar.

Informa al Lic. Roil Rodríguez que aparentemente se determinó no causa en Vista Preliminar en cuenta al caso grave que se le imputa a Marcos Hidalgo Melández.

El Tribunal concede un turno posterior en cuenta a Israel Santiago Lugo.

El Lic. Roil Rodríguez hace constar que la Vista Preliminar de los casos graves relacionados con los de epígrafe están señaladas para el 18 de enero de 1994 en la Sala 601. Solicita la posposición de los casos de epígrafe para dicha fecha con la anuencia de sus respectivos abogados de récord.

El Tribunal accede a la solicitud de la defensa y resuelve el acto de lectura de acusación en cuenta a ANDRES COLON MIRANDA, WILFREDO MARTINEZ MATA Y NELSON ORTIZ BAEZ para el 18 de enero de 1994, a las 8:30 a.m.

El Tribunal instruye a los acusados que el 18 de enero de 1994 tienen que comparecer a la Sala 601 y a la Sala 401.

El Tribunal ordena se la notifique del señalamiento al Lic. Héctor Grau y a la Lic. Jane Hoffman.

En cuenta a MARCOS HIDALGO MELENDEZ, informe al alguacil de sala que no fue citado personalmente para el día de hoy, por razón de no existir la Calle G.

CONTINUAR

**Exhibit #3 -**  
**4 of 6**  
**Cont. Pág. 2**  
**ISRAEL SANTIAGO LUGO**  
**ANDRES COLON MIRANDA**  
**WILFREDO MARTINEZ MATA**  
**MARCOS HIDALGO MELENDEZ**  
**NELSON ORTIZ BAEZ**

Se señala el acto de juicio para el día 23 de marzo de 1994, a las 8:30 a.m., en el salón de sesiones 601 para que sean consolidados con los casos graves, de determinarse causas en los mismos.

Quedan los imputados citados en corte abierta, su abogado notificado.

### NO CITESE LA PRUEBA DE CARCO.

Notifíquese a la Loda. Jane Hoffman Mourino y Mercelina Ruiz Corvo.

El Tribunal apercibe a los imputados que han quedado citados en corte abierta, por lo que de no comparecer en la fecha y hora señaladas y no tener razón que justifique su incomparecencia, los procedimientos continuaron en su ausencia hasta el pronunciamiento de sentencia, de resultar culpable.

El Tribunal orienta a los co-acusados ANDRES COLON MIRANDA, MARCOS HIDALGO MELENDEZ Y WILFREDO MARTINEZ MATA para que le hagan llegar a sus respectivos abogados copias de las acusaciones.

El Tribunal orienta al co-acusado MARCOS HIDALGO MARTINEZ que está citado para comparecer el 23 de marzo a la Sala 601.

Informa el Alguacil que el co-acusado ISRAEL SANTIAGO LUGO fue citado para hoy y no ha comparecido.

El Tribunal ordena su arresto de día o de noche por Detención con \$10,000.00 de fianza. Dicha Orden debe de ser diligenciada por los Alguaciles. Se dispone que se localice la fianza, se une al expediente y se cite al Viador para que produzca al acusado su muestra causa por la cual no debe de decretar la confusión de la fianza. El 23 de marzo deberá de comparecer el Alguacil a cargo de diligenciar la Orden para que informe las gestiones que realizó para arrestar al acusado.

El Lodo. Héctor Grau hace constar que en la determinación de causas para el arresto, éste acusado comparció asistido por dos abogados y no hubo causa por ninguno de los delitos, tampoco estuvo en Vista Preliminar. Afade que en el caso del co-acusado Marcos Hidalgo Melández la prueba fue similar y en cuenta a éste si hubo causa.

A petición del Fiscal, el Tribunal llamará este caso en un turno posterior para verificar en el expediente de la Fiscalía.

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U.S. Department of Justice  
Drug Enforcement Administration

## REPORT OF INVESTIGATION

Page 1 of 1

1. PROGRAM CODE	2. CROSS FILE	RELATED FILES	3. FILE NO.	4. Q-DEF IDENTIFIER
			G5-93-0048	
5. BY	6. FILE TITLE			
AT: Enforcement Group 1 San Juan, Puerto Rico	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SANTIAGO-Lugo, Israel
7. <input type="checkbox"/> Closed <input type="checkbox"/> Requested Action Completed <input type="checkbox"/> Action Requested By:				8. DATE PREPARED
				March 1, 1994

## 9. OTHER OFFICERS:

Puerto Rico Police Department Agent [REDACTED]

## 10. REPORT RE:

Arrest of Israel SANTIAGO-Lugo by Puerto Rico Police Department on December 1, 1993.

## DETAILS:

## 1. On December 1, 1993, Israel SANTIAGO-LUGO

were arrested by the Puerto Rico Police Department (PRPD), Levittown Precinct, in possession of two 9MM semi-automatics, one AR-15 semi-automatic rifle and two machine guns. An anonymous caller had notified the Levittown station that five individuals were seen with guns in three vehicles driving to a bar located on Avenida Boulevard in Levittown, Puerto Rico.

2. Two of the vehicles, a 1992 Mitsubishi Montero and a 1992 Mitsubishi Diamante, were reported stolen and were impounded at the Levittown station. The third vehicle, a 1987 Nissan 300ZX, was also impounded and seized by [REDACTED] on January 13, 1994, for administrative seizure.

3. On December 2, 1993, [REDACTED] and [REDACTED] met Bureau of Alcohol, Tobacco and Firearms [REDACTED] at the Levittown station where they were informed by the arresting officers that [REDACTED] were charged locally with Possession of Firearms and Possession of Stolen Vehicles. SANTIAGO was not charged locally with Possession of Firearms due to his lack of proximity to the firearms at the time of arrest. However, [REDACTED] stated SANTIAGO could be charged with a federal firearms violation based on the information received from the arresting officers. S/A [REDACTED] will continue to monitor this case for final local court disposition of the above mentioned arrestees and possible ATF charges of SANTIAGO.

## INDEXING SECTION:

APD? 43 b5  
✓ SANTIAGO-Lugo, Israel; NADDIS 3155158.

## 11. DISTRIBUTION: MFD/DIG

REGION

DISTRICT

OTHER NPSS, NKSI

## 12. DATE

3/28/94

## 13. DATE

3/28/94

**REPORT OF INVESTIGATION**

1. PROGRAM CODE  <b>(b)(7)(C),(b)(7)(F)</b>		2. CROSS FILE  <b>GS-93-X010</b>	3. FILE NO.  <b>GS-93-0048</b>	4. CLASS IDENTIFIER  <b>(b)(7)(E)</b>
5. BY:  <b>Enforcement Group 1 San Juan, Puerto Rico</b>		6. FILE TITLE  <b>SANTIAGO-Lugo, Israel</b>		
7. <input type="checkbox"/> Closed <input checked="" type="checkbox"/> Requested Action Completed <input checked="" type="checkbox"/> Action Requested By:		8. DATE PREPARED  <b>April 1, 1994</b>		
9. OTHER OFFICERS:				

10. REPORT RE:  
Case Status: Civil Pending.

*Sept. 17-2021*

**DETAILS:**

- On March 15, 1994, U.S. District Judge Jaime Pieras Jr. ruled that the government had probable cause on August 17, 1994, to seize the real properties and assets of Israel SANTIAGO-Lugo and Celenia RIVERA-Padilla. The Court found that the evidence presented during the probable cause hearing on February 28, 1994, established money laundering and proceeds traceable to illegal controlled substances.
- A civil trial date of December 12, 1994 has been scheduled for case number 93-1955 (JP).

3. S/A **(b)(7)(C),(b)** will continue to investigate for Controlled Substance Act violations, money laundering and firearms violations along with the Internal Revenue Service/Criminal Investigation Division and the Bureau of Alcohol, Tobacco and Firearms.

**INDEXING SECTION:**

- SANTIAGO-Lugo, Israel; NADDIS 3155158.
- RIVERA-Padilla, Celenia; NADDIS 3279448.

11. DISTRIBUTION: MPD/DIG	(b)(7)(C),(b)(7)(E)	12. DATE  <i>4/1/14</i>
REGION		13. DATE  <i>4/1/14</i>
DISTRICT		14. DATE  <i>4/1/14</i>
OTHER <b>EPBB, MEST</b>	(b)(7)  <b>DEA Form 6 May 1990</b>	

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